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**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

BRADLEY E. STENSON,  
Plaintiff,  
  
-against-  
  
CBS STUDIOS INC.,  
a Delaware Corporation, and  
  
CBS CORPORATION,  
a Delaware Corporation,  
  
Defendants.

Case No. 1:20-cv-00687 (RA) (JLC)

**ANSWER**

Defendants CBS STUDIOS INC. and CBS CORPORATION<sup>1</sup> (collectively, “Defendants”), by their attorneys, Kauff McGuire & Margolis LLP, as and for their answer to the Complaint (the “Complaint”), plead as follows:

**I. PARTIES**

Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiff contained in the section of the Complaint titled “Parties.” To the extent that the section titled “Parties” may be

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<sup>1</sup> Plaintiff at times incorrectly refers to CBS Corporation Inc., which is not a legal entity.

deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

By way of further answer, Defendants state that CBS CORPORATION is not a proper defendant as it was not Plaintiff's employer. To the extent that Defendant CBS CORPORATION must answer the Complaint, it adopts all of Defendant CBS STUDIOS INC.'s responses as if fully set forth in this Answer.

## **II. PLACE OF EMPLOYMENT**

To the extent that the section of the Complaint titled "Place of Employment" may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

## **III. CAUSE OF ACTION**

Defendant CBS STUDIOS INC. admits that Plaintiff is above forty years of age. The remaining allegations contained in the section of the Complaint titled "Cause of Action" contain Plaintiff's characterization of the nature of the allegations and purported claims in the Complaint to which no responsive pleading is required. To the extent that the remaining allegations in the section titled "Cause of Action" may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

## **IV. STATEMENT OF CLAIM**

Defendant CBS STUDIOS INC. admits that Plaintiff was terminated. The remaining allegations contained in the section of the Complaint titled "Statement of Claim" contain Plaintiff's characterization of the nature of the allegations and purported claims in the Complaint to which no responsive pleading is required. To the extent that the remaining allegations in the section titled "Statement of Claim" may be deemed to set

forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

**V. ADMINISTRATIVE PROCEDURES**

To the extent that the section of the Complaint titled “Administrative Procedures” may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of those allegations.

**VI. RELIEF**

To the extent that the section of the Complaint titled “Relief” may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

**VII. PLAINTIFF’S CERTIFICATION**

To the extent that the section of the Complaint titled “Plaintiff’s Certification” may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

**NATURE OF THE ACTION**

1. Paragraph 1 of the Complaint contains Plaintiff’s characterization of the nature of the allegations and purported claims in the Complaint to which no responsive pleading is required. To the extent that paragraph 1 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 1 of the Complaint.

2. Paragraph 2 of the Complaint contains Plaintiff’s characterization of the nature of the allegations and purported claims in the Complaint to which no responsive pleading is required. To the extent that paragraph 2 may be deemed to set

forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 2 of the Complaint.

**JURISDICTION**

3. Paragraph 3 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 3 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 3 of the Complaint.

**VENUE**

4. Paragraph 4 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 4 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 4 of the Complaint.

**PARTIES**

5. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 5 of the Complaint and denies the remaining allegations in paragraph 5 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff was terminated on January 14, 2019.

6. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 6 of the Complaint.

7. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 7 of the Complaint, except Defendant CBS STUDIOS INC. admits that it is a Delaware corporation.

**SUMMARY OF THE ACTION and GENERAL RELEVANT FACTS**

8. Paragraph 8 of the Complaint contains Plaintiff's characterization of the nature of the allegations and purported claims in the Complaint to which no responsive pleading is required. To the extent that paragraph 8 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations concerning Plaintiff's work experience and denies the remaining allegations in paragraph 8 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff was hand delivered a termination letter on January 14, 2019 in the presence of Marlene Baez and Jane Raab, which speaks for itself.

**ALLEGATION NO. 1: DEFENDANTS VIOLATED THE AGE DISRIMINATION IN EMPLOYMENT ACT (THE "ADEA"), TITLE VII OF THE CIVIL RIGHTS ACTS OF 1967 ("TITLE VII"), THE NEW YORK STATE HUMAN RIGHTS LAW (NYSHRL), NEW YORK CITY HUMAN RIGHTS LAW (NYCHRL) AND THE SEXUAL ORIENTATION NON-DISCRIMINATION ACT ("SONDA")**

**\*\*\*\*\*Atmosphere of Bias Against Mature Employees\*\*\*\*\***

9. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 9 of the Complaint.

10. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 10 of the Complaint.

11. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 11 of the Complaint.

12. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 12 of the Complaint.

13. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 13 of the Complaint.

14. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

15. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint.<sup>2</sup>

**ALLEGATION NO. 2: DEFENDANTS VIOLATED THE GENDER AND/OR SEXUAL ORIENTATION DISCRIMINATION UNDER TITLE VII OF THE CIVIL RIGHTS ACTS OF 1964 AND 1991 (“TITLE VII”), THE NEW YORK STATE HUMAN RIGHTS LAW (THE “NYSHRL”), NEW YORK CITY HUMAN RIGHTS LAW (THE “NYCHRL”) AND THE SEX ORIENTATION NON-DISCRIMINATION ACT (“SONDA”).**

**\*\*\*\*Failure by Defendants to Provide a Work Environment Free from Harassment and Discrimination Based on Gender and/or Sexual Orientation\*\*\*\***

16. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint.

17. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 17 of the Complaint.

18. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 18 of the Complaint, except Defendant CBS STUDIOS INC. admits that it

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<sup>2</sup> As a result of the COVID-19 pandemic, Defendant CBS STUDIOS INC. is currently unable to access information to inform its response. Accordingly, Defendant CBS STUDIOS INC. may subsequently request leave to amend this response when it is able to review the relevant information.

participated in “Spirit Day” on or about October 18, 2018 in a stand against bullying and in support of lesbian, gay, bisexual, transgender, and queer (LGBTQ) youth.

19. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 19 of the Complaint.

20. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 20 of the Complaint.

21. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 21 of the Complaint.

22. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 22 of the Complaint.

23. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 23 of the Complaint.

24. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 24 of the Complaint.

25. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 25 of the Complaint.

26. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint.

27. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 27 of the Complaint.

28. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff, Desmond

Abercrombie, and Patricia Grande were terminated on January 14, 2019 and received termination letters, which speak for themselves.

**ALLEGATION NO. 3: DEFENDANTS VIOLATED HARASSMENT AND HOSTILE WORK ENVIRONMENT UNDER TITLE VII OF THE CIVIL RIGHTS ACTS OF 1964 AND 1991 (“TITLE VII”), THE NEW YORK STATE HUMAN RIGHTS LAW (THE “NYSHRL”), NEW YORK CITY HUMAN RIGHTS LAW (THE “NYCHRL”) AND THE SEX ORIENTATION NON-DISCRIMINATION ACT (“SONDA”).**

**\*\*\*\*\*Failure by Defendants to Remedy a Hostile Work Environment\*\*\*\*\***

29. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 29 of the Complaint.

30. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 30 of the Complaint.

31. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 31 of the Complaint.

32. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 32 of the Complaint.

33. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 33 of the Complaint.

34. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 34 of the Complaint, except Defendant CBS STUDIOS INC. admits that Tim Farrell spoke with Plaintiff on December 7, 2018.

35. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 35 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff spoke about his alleged negative interactions with Ms. Kiyan and Ms. Curbeon.



36. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 36 of the Complaint and denies the remaining allegations contained in paragraph 36 of the Complaint, except Defendant CBS STUDIOS INC. admits that Patricia Grande sent an email and attachment to Marlene Baez on January 12, 2019, which speak for themselves.

37. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 37 of the Complaint.

38. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 38 of the Complaint.

39. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 39 of the Complaint.

40. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 40 of the Complaint, except Defendant CBS STUDIOS INC. admits that Ms. Curbeon was employed on the “The Code” after December 13, 2018.

41. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint.

42. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 42 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff sent an email to Marlene Baez on January 10, 2019, which speaks for itself.

43. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 43 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff sent an email to Marlene Baez on January 10, 2019, which speaks for itself.

44. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 44 of the Complaint, except Defendant CBS STUDIOS INC. admits that Marlene Baez sent Plaintiff an email on January 10, 2019, which speaks for itself.

45. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 45 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff was hand delivered a termination letter on January 14, 2019 in the presence of Marlene Baez and Jane Raab, which speaks for itself.

46. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 46 of the Complaint.

47. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 47 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff was hand delivered a termination letter, which speaks for itself.

**ALLEGATION NO. 4: DEFENDANTS VIOLATED SEC. 2000e-3 [SECTION 704(a)] PROHIBITING RETALIATION UNDER TITLE VII OF THE CIVIL RIGHTS ACTS OF 1964 AND 1991 (“TITLE VII”), THE NEW YORK STATE HUMAN RIGHTS LAW (THE “NYSHRL”), NEW YORK CITY HUMAN RIGHTS LAW (THE “NYCHRL”) AND SEX ORIENTATION NON-DISCRIMINATION ACT (“SONDA”).**

**\*\*\*\*\*Failure by Defendants to Perform a Complete and Proper Investigation into Allegations as Cause for Termination Prior to Plaintiff’s Termination\*\*\*\*\***

48. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 48 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff was hand delivered a termination letter on January 14, 2019 in the presence of Marlene Baez and Jane Raab, which speaks for itself.

49. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 49 of the Complaint.

50. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 50 of the Complaint.

51. Defendant CBS STUDIOS INC. lacks knowledge or information sufficient to form a belief as to the truth of the allegation concerning a text message contained in paragraph 51 of the Complaint and denies the remaining allegations contained in paragraph 51 of the Complaint.

52. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 52 of the Complaint.

53. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 53 of the Complaint.

54. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 54 of the Complaint.

55. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 55 of the Complaint to the extent they refer to the time period after Plaintiff's termination, and Defendant CBS STUDIOS INC. admits the remaining allegations contained in paragraph 55 of the Complaint.

**\*\*\*\*\*Retaliatory Termination\*\*\*\*\***

56. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 56 of the Complaint.

57. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 57 of the Complaint.

**FIRST CAUSE OF ACTION**

**GENDER AND/OR SEXUAL ORIENTATION DISCRIMINATION UNDER  
TITLE VII OF THE CIVIL RIGHTS ACTS OF 1964 AND 1991  
("TITLE VII")**

(Against All Defendants "CBS")

58. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

59. Paragraph 59 of the Complaint sets forth a legal conclusion to which no responsive pleading is required. To the extent that paragraph 59 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 59 of the Complaint.

60. Paragraph 60 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 60 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 60 of the Complaint.

61. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 61 of the Complaint.

62. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 62 of the Complaint.

63. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 63 of the Complaint.

64. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 64 of the Complaint.

65. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 65 of the Complaint.

66. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 66 of the Complaint.

67. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 67 of the Complaint.

68. Paragraph 68 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 68 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 68 of the Complaint.

69. Paragraph 69 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 69 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 69 of the Complaint.

## **SECOND CAUSE OF ACTION**

### **AGE DISCRIMINATION IN EMPLOYMENT ACT (THE “ADEA”), TITLE VII OF THE CIVIL RIGHTS ACTS OF 1967 (“TITLE VII”)**

#### **VIOLATION OF THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967**

(Against All Defendants “CBS”)

70. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

71. Paragraph 71 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 71 may be deemed to set

forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 71 of the Complaint, except Defendant CBS STUDIOS INC. admits that Plaintiff is above forty years of age.

72. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 72 of the Complaint.

73. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 73 of the Complaint.

74. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 74 of the Complaint.

75. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 75 of the Complaint.

76. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 76 of the Complaint.

77. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 77 of the Complaint.

78. Paragraph 78 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 78 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 78 of the Complaint.

79. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 79 of the Complaint.

80. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 80 of the Complaint.

81. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 81 of the Complaint.

82. Paragraph 82 of the Complaint sets forth legal conclusions to which no responsive pleading is required. Defendant CBS STUDIOS INC. denies the remaining allegations contained in paragraph 82 of the Complaint.

83. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 83 of the Complaint.

84. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 84 of the Complaint.

85. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 85 of the Complaint.

86. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 86 of the Complaint.

87. Paragraph 87 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 87 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 87 of the Complaint.

88. Paragraph 88 of the Complaint sets forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 88 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 88 of the Complaint.

89. Paragraph 89 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 89 may be

deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 89 of the Complaint.

90. Paragraph 90 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 90 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 90 of the Complaint.

### **THIRD CAUSE OF ACTION**

#### **HARASSMENT AND/OR HOSTILE WORK ENVIRONMENT IN VIOLATION UNDER TITLE VII OF THE CIVIL RIGHTS ACTS OF 1967 (“TITLE VII”), THE NEW YORK STATE HUMAN RIGHTS LAW 42 U.S. CODE § 2000e-2 – UNLAWFUL EMPLOYMENT PRACTICES**

(Against All Defendants “CBS”)

91. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

92. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 92 of the Complaint.

93. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 93 of the Complaint.

94. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 94 of the Complaint.

95. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 95 of the Complaint.

96. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 96 of the Complaint.



97. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 97 of the Complaint.

98. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 98 of the Complaint.

99. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 99 of the Complaint.

100. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 100 of the Complaint.

101. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 101 of the Complaint.

102. Paragraph 102 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 102 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 102 of the Complaint.

**FOURTH CAUSE OF ACTION**

**RETALIATION AND WRONGFUL TERMINATION IN VIOLATION UNDER  
TITLE VII OF THE CIVIL RIGHTS ACTS OF 1967 (“TITLE VII”), IN  
VIOLATION UNDER TITLE VII OF THE CIVIL RIGHTS ACTS OF 1967  
 (“TITLE VII”)**

**VIOLATION OF SECTION 704(a) OF THE CIVIL RIGHTS ACT OF 1964  
PROHIBITING RETALIATION**

(Against All Defendants “CBS”)

103. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

104. Paragraph 104 of the Complaint sets forth a legal conclusion to which no responsive pleading is required. To the extent that paragraph 104 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 104 of the Complaint.

105. Paragraph 105 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 105 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 105 of the Complaint.

106. Paragraph 106 of the Complaint is an incomplete sentence. To the extent that paragraph 106 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 106 of the Complaint.

107. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 107 of the Complaint.

108. Paragraph 108 of the Complaint contains an incomplete sentence. To the extent that paragraph 108 sets forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 108 of the Complaint.

109. Paragraph 109 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 109 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 109 of the Complaint.

110. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 110 of the Complaint.

111. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 111 of the Complaint.

112. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 112 of the Complaint.

113. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 113 of the Complaint.

114. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 114 of the Complaint.

115. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 115 of the Complaint.

116. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 116 of the Complaint.

117. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 117 of the Complaint.

118. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 118 of the Complaint.

119. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 119 of the Complaint.

120. Paragraph 120 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 120 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 120 of the Complaint.

121. Paragraph 121 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 121 may be

deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 121 of the Complaint.

**FIFTH CAUSE OF ACTION**

**DISPARATE TREATMENT AND DISCRIMINATION UNDER NEW YORK  
STATE, CITY STATUTES AND “SONDA” AS TO DEFENDANTS CBS)  
GENDER/SEXUAL ORIENTATION**

(Against All Defendants “CBS”)

122. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

123. Paragraph 123 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 123 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 123 of the Complaint.

124. Paragraph 124 of the Complaint is an incomplete sentence. To the extent that paragraph 124 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 124 of the Complaint.

125. Paragraph 125 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 125 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 125 of the Complaint.

126. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 126 of the Complaint.

127. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 127 of the Complaint.

128. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 128 of the Complaint.

129. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 129 of the Complaint.

130. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 130 of the Complaint.

131. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 131 of the Complaint.

132. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 132 of the Complaint.

133. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 133 of the Complaint.

134. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 134 of the Complaint.

135. Paragraph 135 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 135 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 135 of the Complaint.

136. Paragraph 136 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 136 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 136 of the Complaint.

**SIXTH CAUSE OF ACTION**

**AGE DISCRIMINATION UNDER THE NEW YORK STATE HUMAN RIGHTS LAW (THE “NYSHRL”) AND NEW YORK CITY HUMAN RIGHTS LAW (THE “NYCHRL”))**

(Against All Defendants “CBS”)

137. Paragraph 137 of the Complaint contains an incomplete sentence. To the extent that paragraph 137 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

138. Paragraph 138 of the Complaint is unintelligible. To the extent that paragraph 138 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 138 of the Complaint.

139. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 139 of the Complaint.

140. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 140 of the Complaint.

141. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 141 of the Complaint.

142. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 142 of the Complaint.

143. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 143 of the Complaint.

144. Paragraph 144 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 144 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 144 of the Complaint.

145. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 145 of the Complaint.

146. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 146 of the Complaint.

147. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 147 of the Complaint.

148. Paragraph 148 of the Complaint sets forth legal conclusions to which no responsive pleading is required. Defendant CBS STUDIOS INC. denies the remaining allegations contained in paragraph 148 of the Complaint.

149. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 149 of the Complaint.

150. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 150 of the Complaint.

151. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 151 of the Complaint.

152. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 152 of the Complaint.

153. Paragraph 153 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 153 may be

deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 153 of the Complaint.

154. Paragraph 154 of the Complaint sets forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 154 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 154 of the Complaint.

155. Paragraph 155 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 155 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 155 of the Complaint.

#### **SEVENTH CAUSE OF ACTION**

#### **HARASSMENT AND HOSTILE WORK ENVIRONMENT IN VIOLATION UNDER THE NEW YORK STATE HUMAN RIGHTS LAW (THE “NYSHRL”), NEW YORK CITY HUMAN RIGHTS LAW (THE “NYCHRL”) AND THE SEXUAL ORIENTATION NON-DISCRIMINATION ACT (“SONDA”)**

#### **Unlawful employment practices**

(Against All Defendants CBS)

156. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

157. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 157 of the Complaint.

158. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 158 of the Complaint.



159. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 159 of the Complaint.

160. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 160 of the Complaint.

161. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 161 of the Complaint.

162. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 162 of the Complaint.

163. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 163 of the Complaint.

164. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 164 of the Complaint.

165. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 165 of the Complaint.

166. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 166 of the Complaint.

167. Paragraph 167 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 167 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 167 of the Complaint.

**EIGHT[H] CAUSE OF ACTION**

**(RETALIATION AND WRONGFUL TERMINATION IN VIOLATION OF THE  
NEW YORK STATE HUMAN RIGHTS LAW (THE “NYSHRL”), NEW YORK  
CITY HUMAN RIGHTS LAW (THE “NYCHRL”) AND THE SEXUAL  
ORIENTATION NON-DISCRIMINATION ACT (“SONDA”))**

(Against All Defendants “CBS”)

168. Defendant CBS STUDIOS INC. repeats, realleges, and reasserts its responses to the foregoing paragraphs and such responses are incorporated by reference as if set forth in full.

169. Paragraph 169 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 169 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 169 of the Complaint.

170. Paragraph 170 of the Complaint sets forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 170 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 170 of the Complaint.

171. Paragraph 171 of the Complaint is an incomplete sentence. To the extent that paragraph 171 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 171 of the Complaint.

172. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 172 of the Complaint.

173. Paragraph 173 of the Complaint contains an incomplete sentence. To the extent that paragraph 173 sets forth any allegations of fact to which a response is

required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 173 of the Complaint.

174. Paragraph 174 of the Complaint appears to set forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 174 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 174 of the Complaint.

175. Paragraph 175 of the Complaint appears to set forth legal conclusions to which no responsive pleading is required. To the extent that paragraph 175 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 175 of the Complaint.

176. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 176 of the Complaint.

177. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 177 of the Complaint.

178. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 178 of the Complaint.

179. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 179 of the Complaint.

180. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 180 of the Complaint.

181. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 181 of the Complaint.

182. Paragraph 182 of the Complaint is unintelligible. To the extent that paragraph 182 may be deemed to set forth any allegations of fact to which a response is

required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 182 of the Complaint.

183. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 183 of the Complaint.

184. Paragraph 184 of the Complaint is an incomplete sentence. To the extent that paragraph 184 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 184 of the Complaint.

185. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 185 of the Complaint.

186. Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 186 of the Complaint.

187. Paragraph 187 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 187 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 187 of the Complaint.

188. Paragraph 188 of the Complaint appears to set forth a prayer for relief to which no responsive pleading is required. To the extent that paragraph 188 may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies the allegations contained in paragraph 188 of the Complaint.

#### **PRAYER FOR RELIEF**

To the extent that the section of the Complaint titled “Prayer for Relief” may be deemed to set forth any allegations of fact to which a response is required, Defendant

CBS STUDIOS INC. denies those allegations. Defendant CBS STUDIOS INC. further denies that Plaintiff is entitled to any of the relief prayed for therein.

**JURY TRIAL DEMANDED**

189. To the extent that paragraph 189 titled “Jury Trial Demanded” may be deemed to set forth any allegations of fact to which a response is required, Defendant CBS STUDIOS INC. denies those allegations.

**ALLEGATIONS MADE IN HEADINGS**

Defendant CBS STUDIOS INC. denies any allegations made in any headings or sub-headings contained in the Complaint.

**GENERAL DENIAL**

Defendant CBS STUDIOS INC. denies each and every allegation, statement, matter, and thing in the Complaint that is not expressly admitted or qualified herein.

**DEFENSES**

The statement of any defense hereafter does not assume the burden of proof for any issue as to which applicable law places the burden on Plaintiff.

**AS AND FOR A FIRST DEFENSE**

Defendant CBS CORPORATION is not a proper defendant as it was not Plaintiff’s employer. To the extent that Defendant CBS CORPORATION is deemed a proper defendant, it asserts all of Defendant CBS STUDIOS INC.’s defenses as if fully set forth in this Answer.

**AS AND FOR A SECOND DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**AS AND FOR A THIRD DEFENSE**

All actions taken by Defendant CBS STUDIOS INC. with regard to Plaintiff's employment were taken for legitimate, nondiscriminatory reasons.

**AS AND FOR A FOURTH DEFENSE**

If and to the extent that any action(s) taken with respect to Plaintiff was motivated by an impermissible consideration, which Defendant CBS STUDIOS INC. expressly denies, Defendant CBS STUDIOS INC. would have taken the same action(s) for nondiscriminatory reasons.

**AS AND FOR A FIFTH DEFENSE**

The employment actions at issue were taken in good faith and without malice.

**AS AND FOR A SIXTH DEFENSE**

The claims asserted against Defendant CBS STUDIOS INC. in the Complaint are barred, in whole or in part, because it has established and complied with policies, programs, and procedures for the prevention and detection of unlawful discriminatory practices.

**AS AND FOR A SEVENTH DEFENSE**

The Complaint is barred because Plaintiff unreasonably failed to avail himself of the policies, programs, and procedures for the prevention and detection of unlawful discrimination.

**AS AND FOR AN EIGHTH DEFENSE**

Plaintiff has not suffered any damages as a result of the alleged wrongful conduct.

**AS AND FOR A NINTH DEFENSE**

Upon information and belief, Plaintiff has failed to mitigate his alleged damages, any entitlement to which is expressly denied.

**AS AND FOR A TENTH DEFENSE**

Plaintiff fails to state a claim upon which an award of injunctive relief may be granted.

**AS AND FOR AN ELEVENTH DEFENSE**

Plaintiff fails to state claim upon which an award of punitive damages may be granted.

**AS AND FOR A TWELFTH DEFENSE**

Plaintiff fails to state a claim upon which an award of attorneys' fees, costs, disbursements, and interest may be granted.

**AS AND FOR A THIRTEENTH DEFENSE**

Plaintiff's claims are barred in whole, or in part, by the exclusive remedy provisions of applicable state workers' compensation laws.

**AS AND FOR A FOURTEENTH DEFENSE**

If any damages or losses were sustained by Plaintiff, such damages or losses were caused or contributed to by Plaintiff's own actions, inactions, fault, lack of diligence, or failure to mitigate any of his alleged damages, and not by the actions or inactions of Defendant CBS STUDIOS INC.

**AS AND FOR A FIFTEENTH DEFENSE**

Plaintiff's claim for punitive damages under the New York City Human Rights Law ("NYCHRL") is barred as Defendant CBS STUDIOS INC. did not engage in any willful, reckless, or malicious acts.

**AS AND FOR A SIXTEENTH DEFENSE**

Defendant CBS STUDIOS INC.'s liability and penalties, if any, under the NYCHRL should be mitigated by virtue of the factors set forth in Section 8-107(13)(d) and (e) of that statute.

**AS AND FOR A SEVENTEENTH DEFENSE**

Plaintiff has not been subjected to any unequal treatment in the workplace.

**AS AND FOR AN EIGHTEENTH DEFENSE**

The Court lacks subject matter jurisdiction over all or part of the Complaint.

**AS AND FOR A NINETEENTH DEFENSE**

The Court lacks or should decline to exercise supplemental jurisdiction over Plaintiff's NYCHRL cause of action.

**AS AND FOR A TWENTIETH DEFENSE**

The Court lacks or should decline to exercise supplemental jurisdiction over Plaintiff's NYSHRL cause of action.

**AS AND FOR A TWENTY-FIRST DEFENSE**

Any conduct to which Plaintiff was allegedly subjected constituted no more than petty slights and trivial inconveniences.

**AS AND FOR A TWENTY-SECOND DEFENSE**

Plaintiff's claims are barred in whole, or in part, by the exclusive remedy provisions of applicable statutes of limitations.

**AS AND FOR A TWENTY-THIRD DEFENSE**

Plaintiff's claims are barred to the extent that the applicable administrative procedures and conditions precedent to Plaintiff's claims were not properly complied with prior to the commencement of this action.



**AS AND FOR A TWENTY-FOURTH DEFENSE**

Plaintiff is barred from asserting the claims in the Complaint by the doctrines of laches, waiver, equitable estoppel, and unclean hands.

**AS AND FOR A TWENTY-FIFTH DEFENSE**

Plaintiff's pattern and practice claims are barred as a matter of law because individuals cannot maintain a private, non-class, pattern and practice claim.

**AS AND FOR A TWENTY-SIXTH DEFENSE**

Plaintiff's claims are barred in whole or in part because of after-acquired evidence.

**AS AND FOR A TWENTY-SEVENTH DEFENSE**

The Complaint or any relief sought by Plaintiff is barred, in whole or in part, by such additional defenses as Defendant CBS STUDIOS INC. may have that cannot now be articulated due to the generality of Plaintiff's pleadings and the fact that discovery has not been completed. Accordingly, Defendant CBS STUDIOS INC. reserves the right to supplement the foregoing and to raise additional defenses as may appear as the case progresses

**WHEREFORE**, Defendants respectfully request that this Court enter an Order: (a) dismissing the Complaint in its entirety with prejudice; (b) awarding Defendants their costs and expenses incurred herein, including reasonable attorneys' fees; and (c) granting such other relief as the Court deems just and proper.

Dated: New York, New York  
April 10, 2020

Respectfully submitted,

KAUFF MCGUIRE & MARGOLIS LLP

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